

CCC-330 (03-15-05) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation NATIONAL NONPROFIT HUMANITARIAN INITIATIVE (NNHI) AGREEMENT 501(c)(3)	1. ORGANIZATION'S IRS TAX IDENTIFICATION NO.
<p>NOTE: <i>The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is Section 416(a) of the Agricultural Act of 1949. The information will be used to complete the terms of an agreement between the 501(c)(3) nonprofit organizations and the Commodity Credit Corporation (CCC). Furnishing the requested information is voluntary; however, without it, eligibility to enter into an agreement with CCC cannot be determined. This information may be provided to other federal agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including, but not limited to, 18 USC 286, 287, 371, 641, 651, 1001, 1014, 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.</i></p> <p><i>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0227. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO THE KANSAS CITY COMMODITY OFFICE, ATTN: DAIRY & DOMESTIC OPERATIONS DIVISION, P.O. BOX 419205, MAIL STOP 8718, KANSAS CITY, MO 64141-6205, FAX NO. (816) 823-1911, TELEPHONE NO. (816) 926-6124.</i></p>	
2. NAME OF ORGANIZATION	3. ORGANIZATION'S ADDRESS (Including Zip Code)
4. NAME OF ORGANIZATION'S CONTACT PERSON	5. CONTACT PERSON'S TELEPHONE NUMBER (Area Code)

This agreement is entered into by the 501(c)(3) organization and the Commodity Credit Corporation (CCC) in order to implement the Farm Service Agency's 501(c)(3) National Nonprofit Humanitarian Initiative Agreement. CCC will donate CCC-owned non-fortified Nonfat Dry Milk (NDM) and instantized Nonfat Dry Milk, fortified with vitamins A and D (INDM), to nonprofit organizations to help feed the hungry in the United States of America (domestic use only).

The term "nonprofit organization" means an incorporated or unincorporated entity that is operating for religious, charitable, or educational purposes, and does not provide net earnings to or operate in any other manner that inures to the benefit of any officer, employee, or shareholder of the entity - as defined in the Child Nutrition Act of 1966, Section 22, USC 42 USC 1791, Bill Emerson Good Samaritan Food Donation Act, Pub. L. 104-210, and Title 26, CFR §1.501(c)(3) -1 Organizations organized and operated exclusively for one of more of the following purposes: religious, charitable, scientific, etc.

CCC will donate NDM and INDM to qualified nonprofit organizations to assist in food relief without restrictions to needy recipients. However, the NDM shall be exchanged for shelf stable ready-to-eat pudding, shelf stable milk-based ready-to-eat soup, shelf stable UHT milk fortified with vitamins A and D, and nutritional bars (hereinafter referred to as exchanged product).

PART A - ORGANIZATION REQUIREMENTS (In order to qualify and sign up as an Eligible Organization, an organization must, as determined where appropriate by CCC, satisfy the following requirements):

1. Organization requirements are:
 - A. Provide a copy of its 501(c)(3) tax-exempt status letter issued by the Internal Revenue Service, (26 CFR §1.501(c)(3) -1), in order to document that it is a nonprofit, tax-exempt charitable organization.
 - B. Provide a copy of the organization's most recent required IRS Form 990.
 - C. Possess the management capacity to effectively execute the distribution plan and full reporting requirements. (See Part A, Paragraph 2F.)
 - D. Provide measurable results / outcomes. (See Part A, Paragraph 2F.)
 - E. Organizations that previously provided or met the preceding requirements under the previous NNHI will only be required to confirm that their tax-exempt status remains unchanged.

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases may apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer."

2. Submit a Letter of Inquiry to sign up that provides the following information:
 - A. Cover letter.
 - B. Applicant's name, address, telephone number, FAX number and E-mail address.
 - C. Names of officers, owners, and / or partners.
 - D. Secondary organizations (network, affiliates, and / or secondary organizations to which the primary organization applicant will provide NDM to distribute to the needy).
 - E. Organizational history, if not provided under the previous NNHI.
 - F. Clear, concise plan for product distribution, product tracking and outline of use (including target population, objectives, and outcome measures), and
 - G. Signed Agreement (See Part E, Page 4 of this Agreement).

PART B - POLICY AND PROCEDURES FOR QUALIFIED NONPROFIT ORGANIZATIONS

CCC will approve organizations to receive INDM directly from CCC and to participate in the NDM exchange for product(s). Qualified primary organizations must comply with the following requirements:

1. The INDM and exchanged product(s) cannot be resold, exchanged, bartered, used as an ingredient for further processing into another commercial product, or exported to other countries. The INDM and product(s) must be distributed in the U.S.
2. The NDM shall be exchanged for products through the Qualified Companies to be listed in a catalog.
3. Persons receiving the INDM and exchanged product(s), or meals must not be required to participate in any religious or political discussions or activities.
4. Persons receiving INDM and exchanged product(s), or meals containing it, cannot be charged any fee for it, and cannot be asked to make a voluntary contribution in connection with receipt.
5. Nonprofit organizations currently receiving a donated product from the U.S. Department of Agriculture, Food and Nutrition Service (FNS), under the Emergency Food Assistance Program (TEFAP) may also receive products from organizations under this agreement.
6. The qualified primary organization shall place all orders for NDM and INDM under this agreement with the Kansas City Commodity Office (KCCO), per instructions in Part D in this agreement. Secondary organizations must not contact the FSA or KCCO.
7. Following the first month's delivery of INDM, an organization must submit a Distribution Record Report to KCCO. The record report must reflect that the organization has distributed and tracked 50 percent of previously delivered INDM before an organization can receive additional ordered quantities. (See Part A, Paragraph 2F.)
8. Any Federal government agency including CCC, the Inspector General of USDA, and the Comptroller General of the United States, through their duly authorized representatives, shall have access to and the right to examine any inventory, books, documents, papers, and records relating to this Agreement. The nonprofit organization shall make available at the organization's office at all reasonable times the materials described in this Part for examination, audit, or reproduction until 6 years after the date of any NDM or INDM released under this Agreement. Records must be retained and be inspected for a longer period of time in the event that there shall be a dispute that arises before the end of the 6 year period.
9. Any activity regarding the use of CCC - provided NDM, INDM, or exchanged product(s) that may result in a conflict of interest, whether factual or perceived, is subject to inquiry by CCC.
10. Primary and secondary organizations must distribute INDM and exchanged product(s), or use it for congregate meal service received under this agreement in a timely manner to ensure that INDM and exchanged product(s) are not left in storage for prolonged periods.
11. Primary and secondary organizations shall store and handle the INDM and exchanged product(s) in full compliance with applicable Federal, State and local health and food safety requirements, and in a manner that will preserve its condition.

PART C - DELIVERY PROVISIONS OF NDM AND INDM

1. CCC will donate and deliver INDM to the qualified primary organizations in truckload(s), for use in feeding needy families and individuals.
2. CCC will donate and release the NDM in store (pallet exchange basis) at the point(s) of storage to the nonprofit organization and their designated participating supplier.
3. CCC will deliver the INDM to the location(s) specified on the Order Form CCC-330A. **A separate order form must be submitted for delivery to each destination.** Recipients must order a minimum of one truckload per order form. (Order Form CCC-330A may be duplicated.) Recipient organizations may not alter originally designated delivery destinations.
4. NDM exchanged for other eligible product(s) other than that originally requested will be agreed upon by the nonprofit organization and their designated supplier(s). Any such changes are subject to CCC approval must be submitted.
5. Types and pack sizes of NDM and INDM:
Orders must be placed in full truckload quantities. INDM deliveries will not be made to any destination in less than a full truckload.
 - A. NDM - 25 kg bags. Truckload Qty: 41,336 lbs. / 750 bags. (NDM used only for exchange of product(s).)
 - B. INDM - Fortified with vitamins A and D - 6 / 4 lb. bags. Truckload Qty: 31,104 lbs. / 1,296 cases. (INDM is primarily used for drinking. It is prepared by mixing with water.)
 - C. Pack size and truckload quantity for the exchange product(s) will vary based on the supplier you may choose.
6. The NDM and INDM provided are for human consumption and conforms in all respects to Federal and State government regulations. All NDM released in store and INDM received will be from a USDA-approved facility. NDM released in store will be U.S. Extra Grade. Additional information about NDM can be located at the following websites:

<http://www.ams.usda.gov/fqa/aa20085c.htm>, or <http://www.doitwithdairy.com>, and
<http://www.usaemergencysupply.com/faq/drymilktypes.html>.

PART D - ORDERING NDM AND INDM

1. FAX or mail Parts A and E of CCC-330 and the Order Form CCC-330A to:
Kansas City Commodity Office (KCCO)
Dairy & Domestic Operations Division (D&DOD)
P.O. Box 419205, Stop 8718
Kansas City, MO 64141-6205
FAX No. (816) 823-1911, Telephone No. (816) 926-6124
2. Only an Officer of the organization or the designated person(s) submitted in Part A, Paragraph 2C of this agreement can submit an order(s).
3. KCCO will provide order confirmation to the qualified organization via FAX.

PART E - MISCELLANEOUS

1. Any violation of the terms of this agreement may result in termination of the agreement. CCC reserves the right to discontinue the distribution of any NDM and / or INDM to any qualified organization and / or secondary organization at any time.
2. FSA assumes no liability for acts committed by employees of the nonprofit organization.
3. NDM and INDM being made available under this Initiative are subject to the availability of CCC inventory.

3A. NONPROFIT ORGANIZATION _____ 3B. BY: _____ <i>(Nonprofit Organization Representative)</i> 3C. TITLE: _____ 3D. DATE: _____	COMMODITY CREDIT CORPORATION KANSAS CITY COMMODITY OFFICE 4A. BY: _____ <i>(Contracting Officer)</i> 4B. DATE: _____
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CCC-330A (03-15-05) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation NATIONAL NONPROFIT HUMANITARIAN INITIATIVE (NNHI) AGREEMENT 501(c)(3) NONFAT DRY MILK AND INSTANTIZED NONFAT DRY MILK ORDER FORM <i>(See Page 2 for Privacy Act and Public Burden Statements.)</i>	1. ORGANIZATION'S IRS TAX IDENTIFICATION NO.
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Orders for Nonfat Dry Milk (NDM) and Instantized Nonfat Dry Milk (INDM) are subject to the terms and conditions of the National Nonprofit Humanitarian Initiative (NNHI) Agreement 501(c)(3) (CCC-330). **PLEASE SEND ORDER FORM TO THE FOLLOWING ADDRESS:**

FAX Number: **(816) 823-1911**
 Kansas City Commodity Office
 Dairy & Domestic Operations Division
 P.O. Box 419205, Mail Stop 8718
 Kansas City, MO 64141-6205

NOTE: A separate order form must be submitted for delivery to each destination.

2A. CONTACT PERSON'S NAME AND TELEPHONE NUMBER <i>(Including Area Code)</i>	2C. ORGANIZATION'S TELEPHONE NUMBER <i>(Area Code)</i>
2B. ORGANIZATION'S NAME AND ADDRESS <i>(Including Zip Code)</i>	2D. ORGANIZATION'S FAX NUMBER <i>(Area Code)</i>
	2E. ORGANIZATION'S E-MAIL ADDRESS <i>(Including Zip Code)</i>
3A. CONTACT PERSON'S NAME AND TELEPHONE NUMBER <i>(Including Area Code)</i>	3C. RECEIVING POINT'S TELEPHONE NUMBER <i>(Area Code)</i>
3B. RECEIVING POINT'S NAME AND ADDRESS <i>(Including Zip Code)</i>	3D. RECEIVING POINT'S FAX NUMBER <i>(Area Code)</i>
	3E. RECEIVING POINT'S E-MAIL ADDRESS <i>(Including Zip Code)</i>

4. COMPLETE ITEMS 4A THROUGH 4C AS APPLICABLE FOR INDM:

A. PRODUCT(s) FSA needs 60 business days lead time <i>(Check applicable type(s) below)</i>	B. NUMBER OF TRUCKLOADS <i>(Enter the total number of truckload(s) below)</i>	C. REQUESTED DELIVERY PERIOD <i>(Enter below the number of truckloads from Item 4B for each requested delivery period)</i>			
		(1) 1st Half (1-15) Delivery Date <i>(MM-DD-YYYY)</i>	(2) Number of Truckloads 1st Half	(3) 2nd Half (16-31) Delivery Date <i>(MM-DD-YYYY)</i>	(4) Number of Truckloads 2nd Half
INDM - (Instant) 6 / 4 lb. bags.					

5. EXCHANGE PRODUCTS AS APPLICABLE

A. Product(s)	B. Supplier(s) Name	C. Pack Size	D. Number Truckload NDM 25 kg 750 bags / truck 41,327 Pounds	E. Exchange Ratio per Pound	F. Truckload(s) of Product(s) Number of Cases	G. Total Pounds of Products
Pudding						
Shelf Stable Milk						
Milk-Based Soup						
Nutritional Bar						

By signing below, the requester certifies that all NDM, INDM, and exchanged product(s) donated and received are to be used only for feeding hungry in the United States. By signing the order form, the Organization understands that any fraudulent certification or misrepresentation in this order will render the Organization to criminal prosecution and civil frauds liability and subject to prosecution under the United States Code, including Title 18 USC Section 1001 and Title 15 USC Section 714m.

6A. SIGNATURE OF REQUESTER	6B. REQUESTER'S TITLE	6C. DATE (MM-DD-YYYY)
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FOR KCCO USE ONLY

7. DELIVERY ORDER NUMBER	8. ENTITY NUMBER	9. WAREHOUSE NUMBER	10. LOT NUMBER
11A. INPUT DATE (MM-DD-YYYY)	11B. INPUT INITIALS	11C. ORDER ACCEPTED DATE (MM-DD-YYYY)	

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